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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ORO B01 ITEMS BEING ACQUIRED (MAY 1997)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - See Section J, Attachment A, Performance-Based Statement of Work

Item 2 - Reports in accordance with Section J, Attachment B, Reporting Requirements

B.2 ORO B13 PRICE SCHEDULE (TIME-AND-MATERIAL AND LABOR-HOUR) (MAY 1997) (REVISED)

(a) The contractor shall provide personnel in the labor categories and at the hourly rates (wages, indirect costs, general and administrative expenses, and profit) set forth below. The quantity of man-hours are estimated amounts and may vary during the period of performance. Direct Productive Labor Hours (DPLH) are defined as actual hours worked exclusive of vacation, holidays, sick leave, and other advances. DPLH include subcontract work hours used in the performance of the Statement of Work. The hourly rates are fixed for the full period of performance of the contract. The wage rates included in the fully burdened hourly rates are not subject to revision unless required by the Service Contract Act. Any adjustment required by the Service Contract Act will be in accordance with Department of Labor (DOL) Wage Determinations. Any revised DOL Wage Determination will be included in Part III, Section J of this contract. The indirect cost rates, general and administrative expense, and profit amount applied to the hourly rates are fixed for the full term of the contract and will not be changed if wage rates are adjusted as a result of the Service Contract Act.

(b) All materials, supplies, and equipment will be furnished by the Government as set forth in clause H95. In the event, however, that the contractor is required by the contracting officer to acquire such items, reimbursement will be in accordance with FAR 52.232-7. In the event that any travel is required, the contractor will obtain the approval of the contracting officer or any other duly authorized representative. Reasonable and allocable material handling costs may be included in the charge for other direct costs in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The material handling cost rate is fixed for the full period of performance of the contract.

(c) In accordance with FAR 52.246-6, Inspection--Time-and-Material and Labor-Hour, the Government may require the contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in FAR 52.246-6, paragraph h, the cost of replacement or correction shall be determined under FAR 52.232-7, Payments Under Time-and Material and Labor-Hour Contracts, but the hourly rates for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit.

ORO B13 Price Schedule (Time-And-Material and Labor-Hour) (May 1997) (Revised)

(d) Schedule: Base Period, June 1, 2000 B May 31, 2001 (Year 1)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
KEY PERSONNEL							
Project Manager	E	1.0	1920				
Contract/Integration Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
NON-KEY PERSONNEL							
Analyst I	E	4.0	7680				
Analyst II	E	3.0	5760				
Analyst III	E	3.0	5760				
Administrative Assistant I	N	1.0	1920				
Administrative Assistant II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	4.0	7680				
General Clerk I	N	2.5	4800				
General Clerk II	N	15.0	28800				
General Clerk III	N	4.0	7680				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary IV	N	1.0	1920				
Security Clerk	N	7.5	14400				
Security Officer	E	3.0	5760				
Security Supervisor	E	1.0	1920				
Supervisor	E	4.0	7680				
Technical Writer	E	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		93	178,560			$4,226,342	

Overtime						$60,000	
Other Direct Costs:							
Travel						$15,000	
Other						$25,000	
Ceiling Price						$4,326,342	

Schedule: Base Period, June 1, 2001 B May 31, 2002 (Year 2)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
KEY PERSONNEL							
Project Manager	E	1.0	1920				
Contract/Integration Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
NON-KEY PERSONNEL							
Analyst I	E	4.0	7680				
Analyst II	E	3.0	5760				
Analyst III	E	3.0	5760				
Administrative Assistant I	N	1.0	1920				
Administrative Assistant II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	4.0	7680				
General Clerk I	N	2.5	4800				
General Clerk II	N	15.0	28800				
General Clerk III	N	4.0	7680				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary IV	N	1.0	1920				
Security Clerk	N	7.5	14400				
Security Officer	E	3.0	5760				
Security Supervisor	E	1.0	1920				
Supervisor	E	4.0	7680				
Technical Writer	E	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		93	178,560			$4,348,942	
Overtime						$60,000	

Other Direct Costs:							
Travel						$15,000	
Other						$25,000	
Ceiling Price						$4,448,942	

Schedule: Option Year I, June 1, 2002 B May 31, 2003 (Year 3)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
KEY PERSONNEL							
Project Manager	E	1.0	1920				
Contract/Integration Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
NON-KEY PERSONNEL							
Analyst I	E	4.0	7680				
Analyst II	E	3.0	5760				
Analyst III	E	3.0	5760				
Administrative Assistant I	N	1.0	1920				
Administrative Assistant II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	4.0	7680				
General Clerk I	N	2.5	4800				
General Clerk II	N	15.0	28800				
General Clerk III	N	4.0	7680				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary IV	N	1.0	1920				
Security Clerk	N	7.5	14400				
Security Officer	E	3.0	5760				
Security Supervisor	E	1.0	1920				
Supervisor	E	4.0	7680				
Technical Writer	E	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		93	178,560			$4,490,844	
Overtime						$60,000	

Other Direct Costs:							
Travel						$15,000	
Other						$25,000	
Ceiling Price						$4,590,844	

Schedule: Option Year II, June 1, 2003 B May 31, 2004 (Year 4)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
KEY PERSONNEL							
Project Manager	E	1.0	1920				
Contract/Integration Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
NON-KEY PERSONNEL							
Analyst I	E	4.0	7680				
Analyst II	E	3.0	5760				
Analyst III	E	3.0	5760				
Administrative Assistant I	N	1.0	1920				
Administrative Assistant II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	4.0	7680				
General Clerk I	N	2.5	4800				
General Clerk II	N	15.0	28800				
General Clerk III	N	4.0	7680				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary IV	N	1.0	1920				
Security Clerk	N	7.5	14400				
Security Officer	E	3.0	5760				
Security Supervisor	E	1.0	1920				
Supervisor	E	4.0	7680				
Technical Writer	E	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		93	178,560			$4,640,204	
Overtime						$60,000	

Other Direct Costs:							
Travel						$15,000	
Other						$25,000	
Ceiling Price						$4,740,204	

Schedule: Option Year III, June 1, 2004 B May 31, 2005 (Year 5)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
KEY PERSONNEL							
Project Manager	E	1.0	1920				
Contract/Integration Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
NON-KEY PERSONNEL							
Analyst I	E	4.0	7680				
Analyst II	E	3.0	5760				
Analyst III	E	3.0	5760				
Administrative Assistant I	N	1.0	1920				
Administrative Assistant II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	4.0	7680				
General Clerk I	N	2.5	4800				
General Clerk II	N	15.0	28800				
General Clerk III	N	4.0	7680				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary IV	N	1.0	1920				
Security Clerk	N	7.5	14400				
Security Officer	E	3.0	5760				
Security Supervisor	E	1.0	1920				
Supervisor	E	4.0	7680				
Technical Writer	E	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		93	178,560			$4,790,860	

Overtime						$60,000	
Other Direct Costs:							
Travel						$15,000	
Other						$25,000	
Ceiling Price						$4,890,860	

B.3 ORO B18 MINIMUM/MAXIMUM REQUIREMENTS

The Contractor shall provide the services and deliverables subject to the following minimum and maximum requirements:

(a) The minimum amount of $500,000 is applicable to this contract.
(b) The maximum amount of $30,000,000 is applicable to this contract.

B.4 ORO B35 OPTION(S) TO EXTEND THE CONTRACT (TIME-AND-MATERIALS/ LABOR-HOUR) ALTERNATE III (MAY 1997)

(a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the contracting officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under the contract.
(b) This contract shall be extended, at the unilateral option of the Government in accordance with FAR 52.217-9 set forth in Section I. Further, the Contractor agrees that the performance under option(s) which are exercised shall be accomplished within the hourly rates and contract ceiling price set forth in the Price Schedule.

B.5 ORO B65 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 1999)

(a) The total payment to the Contractor by the Government for the performance of this contract will not exceed the ceiling price set forth in the schedule.
(b) The sum presently available for payment and obligated to this contract is $1,140,737. It is anticipated that, from time to time, additional funds will be obligated to this contract up to the ceiling price.
(c) Notwithstanding any other provision of this contract, the Government will not be obligated to make any payment to the Contractor, including payment in respect to subcontracts and termination settlement costs, in excess of the total amount from time to time obligated to this contract. The Contractor is not obligated to continue contract performance beyond the total amount currently obligated on each task order, and in the event it does, it does so at its own risk.
(d) The contractor will provide written notification to the Contracting Officer if the work to be performed will reach a point within the next 30 days at which the total amount paid and payable by the Government will approximate 85 percent of the total amount obligated to the contract. The notice will state the estimated date when that point will be reached and the estimated amount of additional funds required to continue performance.
(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the

funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 ORO C01 PERFORMANCE-BASED STATEMENT OF WORK (MAY 1997)

The Performance Based Statement of Work is located in Section J, Attachment A of this contract.

C.2 ORO C20 REPORTS (MAY 1997) (REVISED)

Reports shall be prepared and submitted in accordance with Section J, Attachment B, Reporting Requirements, and other clauses and instructions in the contract which specify reporting requirements.

Various other reports may be required depending on the task order/work assignment. The level of detail the contractor must provide shall be commensurate with the scope and complexity of the task order/work assignment and as required by the Contracting Officer, Contracting Officer=s Representative, Alternate Contracting Officer=s Representative or Contract Technical Monitor. Distribution shall be made electronically and/or in paper format as requested by DOE.

SECTION D - PACKAGING AND MARKING

D.1 ORO D01 PACKAGING (MAY 1997) (REVISED)

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Except for those reports required by the Reporting Requirements of the contract, where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

D.2 ORO D05 MARKING (MAY 1997)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 ORO E03 INSPECTION (MAY 1997)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E.3 ORO E05 ACCEPTANCE (MAY 1997)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated successors.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 ORO F03 TERM OF CONTRACT ALTERNATE II (MAY 1997) (REVISED)

The term of the contract is for two years. However, at the Government's sole discretion, this contract may be extended pursuant to the clause entitled "Option(s) to Extend the Contract (Time-and-Materials/Labor-Hour) (Alternate III)".

F.2 ORO F05 PRINCIPAL PLACE OF PERFORMANCE (MAY 1997)

The principal places of performance are in normal office environments within the Oak Ridge Operations Office Federal Building, 2714 Complex, Building 1916-T2, Turnpike Building at 55 Jefferson Circle, Oak Ridge Site Offices at East Tennessee Technology Park, Oak Ridge National Laboratory and Y-12 Plant, and any other facilities which are owned, leased, or otherwise under the control of the U.S. Department of Energy Oak Ridge Operations. If space is available and it is in the Government=s best interest, key personnel may be housed in Federal facilities with non-key personnel, and subject to building regulations mentioned in ORO H11A.

F.3 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORO G01 CORRESPONDENCE PROCEDURES (SEPT 1999)

All correspondence submitted by the Contractor (except for invoices and reports) shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contract Specialist.

(b) Patents/Technical Data Correspondence. Correspondence concerning patent and technical data issues shall be addressed to the Assistant Chief Counsel for Intellectual Property, Office of Chief Counsel, USDOE, Post Office Box 2001, Oak Ridge, TN, 37831-8751, with an informational copy to the Contracting Officer and the COR.

(c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer or Contract Specialist designated in ORO G25, with information copies of the correspondence to the DOE COR, and to the DOE Assistant Chief Counsel for Intellectual Property (where patent or technical data issues are involved).

(d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. [ ] (Insert the contract number) [ ] (Insert subject topic after contract number, e.g., "Request for subcontract placement consent")".

G.2 ORO G10 SUBMISSION OF VOUCHERS/INVOICES AND BILLING INSTRUCTIONS (SEPT 1999) (REVISED)

(a) The Contractor shall submit invoices in accordance with the FAR payment clause in Section I of the contract (unless prior written consent from the Contracting Officer for more frequent billing is obtained); and in accordance with Reporting Requirements instructions in Section J. The period of performance covered by the invoices should be the same as covered by any required monthly labor cost management and accrual reports.

(b) Billing instructions are being provided for use by the contractor in preparing and submitting vouchers requesting reimbursement for work performed under a time and materials pricing arrangement in Section J. Compliance with these instructions consolidates a variety of reports, reduces correspondence, and promotes prompt payment to the contractor.

G.3 ORO G20 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAY 1997)

The Contracting Officer's Representative will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer's Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

G.4 ORO G25 CONTRACT ADMINISTRATION (MAY 1997)

The contract will be administered by Judith S. Wilson, Contract Specialist, U.S. Department of Energy, Oak Ridge Operations, AD-424, Oak Ridge, TN 37831-8759. Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist designated via separate correspondence to the above address.

G.5 ORO G30 CONTRACT TECHNICAL MONITOR (MAY 1997) (REVISED)

A Contract Technical Monitor(s) (CTM) may be designated by separate letter by the COR. The CTM assists the Contracting Officer Representative. CTMs are not authorized to change any of the terms and conditions of the contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORO H01 CONSECUTIVE NUMBERING (MAY 1997)

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

H.2 ORO H03 TECHNICAL DIRECTION (MAY 1997) (REVISED)

(a) Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) Technical direction will be provided by written communication by the COR or CTM as needed.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in paragraph (b)(1) through (b)(5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or

(3) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes--Alternate I."

H.3 ORO H05 MODIFICATION AUTHORITY (MAY 1997)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

(a) Accept nonconforming work,
(b) Waive any requirement of this contract, or
(c) Modify any term or condition of this contract.

H.4 ORO H10 OVERSIGHT OF CONTRACTOR (SEPT 1999)

(a) The parties recognize that DOE has entered into Contract No. DE-AC05-84OR21400 (hereinafter referred to as Contract OR21400) with Lockheed Martin Energy Systems, Inc. (hereinafter LMES) for the management and operation of Government-owned facility located in Oak Ridge, Tennessee, at which the Contractor will performing under this contract. The Contractor hereby agrees that while it is performing work at this site it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of LMES with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor agrees that its responsibility to comply with the foregoing is not reduced by the oversight provided by LMES under Clause H.15 of Contract OR21400 nor are any of the Contractor's responsibilities assumed by LMES by such clause. The Contractor acknowledges that the performance by LMES under Contract OR21400 is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.

(b) The Contractor agrees to cooperate fully and in good faith with DOE and LMES so as to enable LMES to perform their obligations under Clause H.15 of Contract OR21400, including evaluation of the Contractor's programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety, and related operations. In performing such evaluations, the Contractor agrees to allow LMES access to documents relating to the foregoing, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; requests for proposals, bids, and other necessary procurement related documents from or to any Governmental agency relating to such matters; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.

(c) The Contractor acknowledges that Clause H.15 of Contract OR21400 authorizes LMES under specified circumstances, to suspend work of the Contractor or deny the Contractor access to the Government's facility. The Contractor agrees to

comply with any such LMES direction.

(d) The Contractor agrees to include in all subcontracts, that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

H.5 ORO H15 ORDERING PROCEDURE (MAY 1997) (REVISED)

Performance under this contract shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under this contract only in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer.

(b) From time to time during the period of performance of this contract, Task Orders will be approved in writing by the Contracting Officer to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; (4) not to exceed total task estimate of cost and DPLH; (5) limitation of funds and DPLH to accommodate incremental funding levels; and (6) any Government-furnished property. Such Task Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor-acquired will also be listed in the property schedules of this contract as well as in the individual Task Orders.

(c) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A revision to a Task Order will be identified by a numeric designation following the existing Task Order number indicating the revision sequence.

(d) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Order issued by the Contracting Officer, a one-time Contractor Task Plan. The Task Plan is the Contractor's overall estimate for the completion of the Task Order and shall include the following:

(1) Date of commencement of work, and any necessary revision to the schedule of performance.

(2) Direct Productive Labor-Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in paragraph (4) below, estimated to complete the task.

(3) The travel and material estimate.

(4) An estimate for subcontractors and consultants; including the DPLH, if applicable.

(5) Estimated computer use time required, if applicable.

(6) Other pertinent information, indirect costs, consultants, interdivisional transfers, etc.

(7) The total estimated cost and fixed fee, if applicable, for completion of the Task Order.

(d) The Contractor's Task Plan is subject to the approval of the Contracting Officer. If the approved Task Plan estimate of DPLH and dollars differ

from the Task Order, a revised Task Order incorporating the approved Task Plan estimate of DPLH and dollars will be issued. After a Task Order is issued, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the approval of the Contracting Officer and a revised Task Order is required if a Revised Task Plan is approved.

(e) Costs and DPLH shall be tracked by the Contractor for each task order. The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that either the costs or DPLH it expects to incur under a task order in the next 60 days, when added to all costs or DPLH previously incurred, will exceed 85 percent of the total costs or DPLH designated on the task order.

(f) Orders shall be issued for completion only within the term of contract, unless unexercised options to extend the term are available to the Government. In that event, any task period of performance is considered provisional unless the term of contract is extended.

(g) This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Limitation of Government's Obligation (Time-and-Materials and Labor-Hour)", "Completion Dates," "Term of Contract," "Level of Effort" or clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

H.6 ORO H35 ENVIRONMENT, SAFETY, AND HEALTH (MAY 1997) (REVISED)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees, members of the public, and the environment, and shall comply with all applicable environment, safety, and health regulations and reporting requirements of DOE. The Contracting Officer shall notify the contractor in writing of any noncompliance with the clause provisions and corrective action to be taken; the contractor shall immediately take corrective action. The contractor shall submit a safety management plan for review and approval 30 days after award of this contract. If the contractor fails to comply with regulations or requirements, the Contracting Officer may without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption may be issued at the discretion of the Contracting Officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

H.7 ORO H45 SECURITY QUALIFICATIONS (SEPT 1999)

Clearance Requirements: All contractor employees shall be "Q", "L" or "BAO" cleared. For employees requiring DOE "Q" or "L" security clearances, the contractor shall not employ anyone who is not a citizen of the

United States. (Clearance-Access authorizations are granted by the DOE pursuant to Title 10, Code of Federal Regulations, Part 710.) Security badges must be worn properly at all times while working at any of the DOE facilities.

Obtaining Clearances: Prior to submitting individuals for clearance, the contractor must screen individuals in accordance with an employee screening plan approved by the DOE Contracting Officer's Representative (COR). The certification by the contractor to the COR of a favorable screening is required prior to employment. The screen shall include verification of identity, citizenship, previous employment and education and the results of credit and law enforcement checks. Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements.

Maintenance of Clearances: Security badges will be furnished by DOE. Neither the contractor nor its employees shall ever reassign badges to a different employee. The contractor shall assure that badges are turned in for employees who are no longer working on this contract, for employee who no longer need access for whatever reason, or when a badge expires.

The contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR/CTM will approve contractor personnel for escort privileges and provide escort training.

H.8 ORO H50 SAFEGUARDS AND SECURITY AWARENESS PROGRAM (MAY 1997)

The contractor shall establish and maintain a Safeguards and Security Awareness Program acceptable to the Department of Energy (DOE) which satisfies the requirements of DOE Order 470.1. A Safeguards Security Awareness Coordinator must be appointed and will be responsible for ensuring all employees, cleared and uncleared, who are assigned to a DOE facility or who are performing work involving access to classified facilities, classified information, or special nuclear materials are informed of their security responsibilities. Any subcontracts in support of this work shall require subcontractors to comply with the contractor's Safeguards and Security Awareness Program.

H.9 ORO H55 QUALITY ASSURANCE SYSTEM (MAY 1997)

In the conduct of the work performed under this contract, the Contractor agrees to establish and/or maintain an acceptable quality assurance system. If requested by the Contracting Officer, a quality assurance plan shall be submitted to DOE for approval. If the contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10, Section 830.3, Code of Federal Regulations, the applicability of the requirements in

Section 830.120 shall be determined. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

H.10 ORO H57 HUMAN RESOURCES CONSIDERATIONS (SEPT 1999) (REVISED)

The contractor shall, for purposes of vacations only, credit those employees it hires from Enterprise Advisory Services, Inc. under Contract No. DE-AC05-95OR22200 with length of service credit for any continuous employment with predecessor support service contractors for this work. The credited prior service, if any, will be applied to the contractor's vacation plan, not the Enterprise Advisory Services, Inc. vacation plan. Prior service will not be credited for any other purpose by the Contractor.

The contractor shall provide substantially equivalent pay and benefits in aggregate based on its company policy.

The contractor shall provide the transitioned employees a medical benefits program with no enrollment waiting period or pre-existing conditions exclusion.

The contractor shall obtain DOE approval prior to backfilling vacant positions.

The contractor shall provide quarterly employment data, payroll and residence data, and other information as specified in the Reporting Requirements.

H.11 ORO H60 OBSERVANCE OF LEGAL HOLIDAYS (SEPT 1999)

(a) Government personnel observe the listed days as holidays. The Contractor shall conform to holidays observed by the Government and any other day designated by Federal statutes, Executive Orders, or Presidential proclamation: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

(b) The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer.

H.12 ORO H63 INSURANCE (SEPT 1999)

(a) Except as provided in subparagraph (b) immediately following, the Contractor shall provide and maintain:

TYPE OF INSURANCE	AMOUNT
Worker's compensation	$100,000
Employer's liability	$100,000
Comprehensive general liability (bodily injury)	$500,000 per occurrence
Comprehensive automobile	$200,000 per person and

liability (bodily injury)	$500,000 per occurrence
Comprehensive automobile liability (property damage)	$20,000 per occurrence

(b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker's compensation, the Contractor is qualified pursuant to statutory authority.

H.13 ORO H65 CONFIDENTIALITY OF INFORMATION (MAY 1997)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all appropriate subcontracts.

H.14 ORO H70 KEY PERSONNEL (MAY 1997) (REVISED)

The personnel specified below are considered to be essential to the work being performed hereunder, and shall be assigned full time to this contract and available to begin working on the effective date of the contract. No substitution of Key Personnel is permitted in the first two years of the contract, absent illness, death, or termination. After the first two years, prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitution) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified reasonably in advance of diverting of, or substitution for,

any of these individuals. That period of time shall not be less than thirty (30) days. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualification with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. Key personnel position vacancies must not exceed ten (10) work days. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME TITLE

H.15 ORO H95 GOVERNMENT PROPERTY ALTERNATE II (SEPT 1999)

(a) The Government shall provide space, utilities (including telephones and telephone service), equipment, and supplies necessary for the contractor to accomplish the work set forth in the Statement of Work.

(b) Ordering supplies shall be through the ORO Stores. The Contracting Officer's Representative (COR) will approve requisitions prior to ordering. Removal of government-furnished property shall be in accordance with an inventory management program approved by the COR. Government-furnished property shall only be used for the accomplishment of work approved under this contract.

(c) Equipment repair shall be at ORO expense. The source of maintenance shall be recommended by the contractor and approved by the COR.

H.16 ORO H117 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (SEPT 1999)

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the contractor shall continue to perform to the full extent possible without utilizing the software in question.

(e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

H.17 ORO H150 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (MAY 1997)

The Representations, Certifications, and Other Statements of the Offeror, dated 2/14/00, for this contract are, by reference, hereby incorporated in and made a part of this contract.

H.18 ORO H-3A HOURS OF OPERATION (DEC 1999)

Activities shall be performed during a normal work week (Monday through Friday) of five eight-hour days per employee with a minimum of one-half hour for lunch. Work shall normally be performed between the hours of 7:00 a.m. and 5:00 p.m. Hours may be specified in task orders. There shall be no break in daily services at locations where more than one employee is assigned. Alternate Work Schedules may be permitted at the discretion of DOE. Travel may be required as directed in task orders.

If the Oak Ridge Operations Office facility becomes inaccessible to the contractor and no other local office or facility is available, DOE will pay for administrative leave for the necessary duration for the impacted employees. DOE will notify the contractor project manager to make notification to its employees in a manner that is consistent with its company policies.

H.19 ORO H-6A EMPLOYEE TRAINING (DEC 1999)

Contractor's Responsibility: The contractor shall provide fully qualified and trained personnel from its own resources to support ORO requirements. ORO may provide training assistance at its discretion at no cost to the contractor. All training must be approved by the COR.

Mandatory Training: The contractor shall ensure that all employees attend safety and security training once within 30 days of beginning performance on this contract and at least once annually thereafter. Contractor shall ensure that every employee is instructed to safely and competently perform the work.

H.20 ORO H-8A CLEANLINESS OF THE WORK AREA (DEC 1999)

The contractor has responsibility for maintaining the areas under its control in an acceptable and orderly manner, and for disposing of waste in accordance with established Department of Energy procedures. Routine janitorial cleaning will be provided by DOE/ORO.

H.21 ORO H-11A STANDARDS OF CONDUCT (DEC 1999)

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. All persons employed in the performance of this contract shall comply with the regulations and procedures pertaining to access and use of Government buildings, grounds, vehicles, equipment, and other property. Unofficial work or work unrelated to the contract cannot be performed at Government facilities.

H.22 ORO H-12A OTHER CONTRACTS (DEC 1999)

The Government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such other additional work as may be directed by the Contracting Officer. The contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.

H.23 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2000)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U. S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

http://www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE ARE:

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	OCT 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JULY 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUNE 1997	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS

52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATABMODIFICATIONS
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.232-7	MAR 2000	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES

52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.245-1	APR 1984	PROPERTY RECORDS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	MAR 1989	VALUE ENGINEERING
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through May 31, 2002.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
  (1) Any order for a single item in excess of $3 million;
  (2) Any order for a combination of items in excess of $30 million; or
  (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 31, 2002.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
  (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) Agreement.

(1) A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The small business concern will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.8 52.219-70XX SECTION 8(A) DIRECT AWARD (JUNE 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

New Orleans, LA

(b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) to adhere to the requirements of 52.219-14, "Limitations on Subcontracting".

I.9 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service Employee," as used in this clause, means any person engaged in the

performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR
Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commended contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustments of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance

with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct wage classification or classifications, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation.

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision(C)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this

contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employee. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be make upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon

length of service with a Contractor (predecessor) or successor (29 CFR 4.173) the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to this amendment by Pub. L 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to

the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class Wage-Fringe Benefits(Refer to the most recent Service Contract Act Directory of Occupations which contains Federal grade equivalents.)

I.11 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351 et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour.
(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
(f) The Contractor shall notify the Contracting Officer of any increase claimed

under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.12 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I.13 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I.14 52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1994)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (See FAR 25.105)..

I.15 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987) ALTERNATE V (JUN 1987) AS MODIFIED BY DEAR 927.409

(a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs,

which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements, except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) Limited rights data, as used in this clause, means data, other than computer software developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government=s rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software. The Government=s right to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract.

(ii) Form, fit, and function data delivered under this contract.

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training

material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this contract.

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of

this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c) and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notice specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibition.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the

markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition of this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contractor shall designate an alternate inspector.

I.16 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated 2/14/00, upon which this contract is based.

I.17 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.18 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN

CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by May 31, 2000. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-- (i) Making a correct payment; (ii) Paying any prompt payment penalty due; and (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's

EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent

financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.19 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);
(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.20 52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (AS MODIFIED BY 952.245-5)

(a) Government-furnished property.
(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
(i) All or substantially all of the Contractor's business;
(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
(iii) A separate and complete major industrial operation connected with performing this contract.
(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-

furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times states in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (I) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(I) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property.

The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5 as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound

business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access.
The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for

reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--
   (i) The lost, destroyed, or damaged Government property;
   (ii) The time and origin of the loss, destruction, or damage;
   (iii) All known interests in commingled property of which the Government property is a part; and
   (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment.
When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--
   (1) Any delay in delivery of Government-furnished property;
   (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
   (3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises.
Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment made under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications.
All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.21 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.22 52.202-1 DEFINITIONS (OCT 1995) (AS MODIFIED BY 952.202-1) (MAR 1985)

(a) "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means--

(1) Any item other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraph (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(e) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase

orders under this contract.

(h) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

I.23 952.204-2 SECURITY (SEP 1997)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified

information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356).

(j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

I.24 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflects decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/ declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification or declassification guidance furnished to the

contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.25 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1999) (DEVIATION)

(a) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(b) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(c) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(d) If the contracting officer at any time determines that the contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or special nuclear material.

(e) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (e) in all subcontracts under this contract that will require access authorizations for access to classified information or special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed SF 238 to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract). Such subcontracts or purchase orders shall not be awarded until the contractor is notified that the proposed subcontractors have been cleared. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(f) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(g) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE rights, including its rights to terminate this contract.

(h) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I.26 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)

(a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

(b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

I.27 970.5204-58 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (AUG 1992)

(a) Program Implementation. The contractor shall, consistent with 10 CFR part

707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

(2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

I.28 970.5204-59 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (JAN 1993) (As Modified by 952.222-70)

(a) The contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on-site at a DOE-owned or -leased facility, as provided for at part 708.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR 708.

I.29 952.208-70 PRINTING (APR 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of single unit, or not more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth

above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Officer (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

I.30 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

I.31 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Definition.
"Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

I.32 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (JUN 1995)

Consistent with contract-authorized travel requirements, contractor employees shall make use of the travel discounts offered to Federal travelers, through use of contracted airlines discount air fares, hotels and motels lodging rates and car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available to contractor employees performing official Government contract business. Vendors providing these services may require that the contractor employee traveling on Government business be furnished with a letter of identification signed by the authorized contracting officer.

(a) Contracted airlines. Airlines participating in travel discounts are listed in the Federal Travel Directory (FTD), published monthly by the General Services Administration (GSA). Regulations governing the use of contracted airlines are contained in the Federal Property Regulation (FPR), 41 CFR part 301-15, Travel Management Programs. It stipulates that cost-reimbursable contractor employees may obtain discount air fares by use of a Government Transportation Request (GTR), Standard Form 1169, cash or personal credit cards. When the GTR is used, contracting officers may issue a blanket GTR for a period of not less than two weeks nor more than

one month. In unusual circumstances, such as prolonged or international travel, the contracting officer may extend the period for which a blanket GTR is effective to a maximum of three months. Contractors will ensure that their employees traveling under GTR's provide the GTR number to the contracted airlines for entry on individual tickets and on month-end billings to the contractor.

(b) Hotels/motels. Participating hotels and motels which extend discounts are listed in the FTD, which shows rates, facilities, and identifies by code those which offer reduced rates to cost-reimbursable contractor employees while traveling on official contract business.

(c) Car rentals. The Military Traffic Management Command (MTMC) Department of Defense, negotiates rate agreements with car rental companies for special flat rates and unlimited mileage. Participating car rental companies which offer these terms on to cost-reimbursable contractor employees while traveling on official contract business are listed in the FTD.

(d) Procedures for obtaining service.

(1) Identification and method of payment requirements for participating Federal contracted airlines are listed in the FTR. Travel discount air fares may be ordered by the issuance of a GTR either directly to the contractor, or to a Schedule Airline Travel Office (SATO) or Federal Travel Management Center (FTMC), provided the letter of identification signed by the cognizant contracting officer accompanies the order. In appropriate instances, such as geographical proximity, contractors may obtain discount air fares through a DOE office or a cooperating local travel agency when either a SATO or FTMC is available. Some airlines allow the purchase of discounted air fares with cash or credit card.

(2) In the case of hotel and motel accommodations, reservations may be made by the contractor employee directly with the hotel or motel but the employee must display, on arrival, the letter of identification and any other identification required by the hotel or motel proprietorship.

(3) For car rentals, generally the same procedures as in (d)(2) above will be followed in arranging reservations and obtaining discounts.

(e) Standard letter of identification. Contractors shall prepare for the authorizing contracting officer a letter of identification based on the following format:

FORMAT FOR GOVERNMENT CONTRACTORS TO QUALIFY FOR TRAVEL DISCOUNTS (TO BE TYPED ON AGENCY OFFICIAL LETTERHEAD)

To: (Source of ticketing, accommodations or rental)

Subject: Official Travel of Government Contractor

(Full name of traveler), bearer of this letter, is an employee of (company name) which is under contract to this agency under the Government contract (contract number). During the period of the contract (give dates), the employee is eligible and authorized to use available discount rates for contract-related travel in accordance with your contract and/or agreement with the Federal Government.

(Signature, title and telephone number of the contracting officer).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

J.1 ORO J01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (MAY 1997)

Attachment	Description	Pages
[A]	Performance-Based Statement of Work	3 pages
[B]	Reporting Requirements	1 page
[C]	Billing Instructions and Labor/Cost Management and Accrual Reporting BBlank Public Voucher BSample Public Voucher BSummary Statement of Cost and Funding BVoucher/Invoice Supporting Statement of Cost and Price BLabor Cost Management and Accrual Report	8 pages
[D]	Wage Determination	10 pages

J.2 ORO J10 DISTRIBUTION ADDRESSEE LIST (MAY 1997) (REVISED)

A. U.S. Department of Energy Number of Copies: 1 Oak Ridge Operations Office ATTN: Bob Price, AD-41
Contracting Officer=s Representative
P.O. Box 2001 Oak Ridge, TN 37831

B. U.S. Department of Energy Number of Copies: 1
Oak Ridge Operations Office
ATTN: Roger Holt, AD-41
Alternate Contracting Officer=s Representative
P. O. Box 2001
Oak Ridge, TN 37831

C. U.S. Department of Energy Number of Copies: 1 Oak Ridge Operations Office ATTN: Judith S. Wilson, AD-424
Contract Specialist P.O. Box 2001 Oak Ridge, TN 37831D. U.S. Department of Energy Number of Copies: 1
Oak Ridge Financial Service Center
P.O. Box 6017 (Original vouchers)
Oak Ridge, TN 37831

E. U.S. Department of Energy Number of Copies: 1
Industrial Personnel Group
P.O. Box 2001 (Employment data)
Oak Ridge, TN 37831

Section J
Attachment A

PERFORMANCE-BASED STATEMENT OF WORK

1.0 Introduction

The Department of Energy (DOE) Oak Ridge Operations Office (ORO) is acquiring Administrative Services Support for multiple offices within the DOE/ORO complex.

2.0 Background

The contractor shall perform a variety of administrative services to support the successful accomplishments of the missions of multiple offices. The contractor shall provide the necessary fully-trained, knowledgeable, and skilled personnel to perform the administrative services, and provide an appropriate level of supervision and project management. The Government shall provide the space, utilities (including telephone and telephone service), equipment, and supplies necessary for the contractor to accomplish the work onsite. The work will be defined in performance-based task orders.

Administrative services include, but are not limited to, the following broad array of activities. Excluded from this scope is operation of the American Museum of Science and Energy in Oak Ridge, Tennessee and support to the Paducah, Kentucky office.

3.0 Scope of Work

The contractor shall assist in general office support as directed, which may include answering telephones, word processing, transmitting facsimiles, and reproducing copies. The contractor shall assist ORO in collecting, preparing, organizing, maintaining, and reporting information in paper and/or electronic formats. The contractor shall maintain paper and/or electronic files, documents, manuals, etc., and establish and maintain logs or indices as directed by ORO. The contractor shall assist in logistics and arrangements for travel and meetings as required.

The contractor shall provide central reproduction services including operating government-furnished reproduction machines, coordinating duplicating services from receipt to delivery, maintaining adequate supplies, performing minor service to equipment and requesting repairs from the machine maintenance contractor for major or breakdown maintenance. Turnaround times and internal procedures will be specified.

The contractor shall provide mail services for the central facility and other organizational elements as necessary for the efficient flow of written information coming into and leaving ORO facilities. This work includes sorting, scheduled pick up and delivery, processing express mail, implementing security measures for classified and sensitive mailing, operating facsimile equipment and other services necessary for expeditious processing of mail. These services include maintaining correspondence and other document control systems such as logs and suspense files, etc.

The contractor shall provide external messenger services necessary for the efficient flow of written information coming into and leaving ORO facilities. The contractor shall provide service to local DOE facilities as directed by ORO.
The contractor shall provide library services and shall also maintain the Public Reading Room.

The contractor shall control and maintain accountability of classified documents.

The contractor shall provide records management services including records retrieval, retirement and disposal.

The contractor shall record and analyze data and manage databases.

The contractor shall provide information processing and transcription services, data entry, and graphics including presentation boards, and computer based presentation packages but not computer aided design packages.

The contractor shall provide technical editing and writing.

The contractor shall provide routine support to the mission of emergency management system planning and response to emergency exercises and events.

The contractor shall provide payment and travel processing and control services.

The contractor shall provide real estate mapping services.

The contractor shall provide professional quality photographic support. This will include taking photographs and limited development. Work may be performed in the Oak Ridge area and at remote locations.

The contractor shall provide expert personnel security clearance assistance and guidance to ORO, DOE Headquarters and field offices, and other customers. The contractor shall process security clearances, create and maintain dependable personnel security clearance records and systems, provide personnel security clearance data, tracking and control, and quality assurance.

The contractor shall provide security escorts upon request by ORO. The escorts must be knowledgeable of security requirements and the limitations of access by uncleared persons.

The contractor shall provide support for processing requests for foreign travel by DOE and contractor employees, and for visits and assignments by foreign nationals.

The contractor shall provide other administrative office services as required.

The contractor is prohibited from performing any functions which are determined to be inherently governmental functions or personal services. An appropriate level of supervision will be required by the contractor; DOE will not supervise contractor employees.

4.0 Applicable Documents

The contractor shall fully comply with all applicable regulations, ORO procedures, and DOE directives. Specific documents will be defined in task orders.

5.0 Performance Evaluation

On an annual basis, DOE shall formally evaluate the contractor=s performance. The evaluation elements may include quality, cost control, timeliness of performance, business relations, customer/DOE satisfaction, and compliance with safety and security standards.

The contractor is expected to conduct all work in a manner that promotes and improves productivity and minimizes waste. The contractor shall provide recommendations to continually improve the efficiency and cost effectiveness of operations.

Section J, Attachment B

Administrative Services Support
REPORTING REQUIREMENTS

Reporting Requirements	Frequency	Distribution (See ORO J10)
I. Vouchers/Invoices (SF 1034) Summary Statement of Cost and Funding Supporting Statement of Cost and Price (See Section J, Attachment C)	Monthly	A/B/C/D/CTMs
II Labor/Cost Management and Accrual Report (See Section J, Attachment C)	Monthly	A/B/C/D/CTMs
III. Management Plan including Task Order Labor Plans Task Order Cost Plans (See ORO H15) Safety and Health Plan (See ORO H35) Workplace Substance Abuse Program (See 970.5204-57 and -58) Quality Assurance Plan (See ORO H55) Confidentiality Certifications Agreement (See ORO H65) Affirmative Action Program Plan (See 52.222-25) Equal Employment Opportunity Report (EEO-1) (See 52-222-26 & 41 CFR 60-1.7)	60 days after award and yearly updates by March 31	A/B/C/E
IV. Corrective Action Items Status Report	Monthly	A/B/C
V. Other reports		
Safety Incidents Report (OSHA-100) (See ORO H35 & DOE O 440.1)	As required	A/B/C
Employee Clearance Screening Plan (See ORO H45)	Once upon award	A/B/C
Quarterly Employment Report (See ORO H57)	10 days after each calendar quarter	A/B/C/E
Payroll and Residence Report (See ORO H57)	15 days after each June and December	A/B/C/E
Other task reports	As required	A/B/C/CTMs

Section J - Attachment C

BILLING INSTRUCTIONS
LABOR/COST MANAGEMENT AND ACCRUAL REPORTING

(a) The voucher/invoice (Standard Form 1034 attached) should include summary and supporting statements of cost, funding, and price for services rendered. These statements should include a breakout by task order number, budget and reporting (B&R) code, cost center code, and activity data sheet (ADS) number, if applicable, of all services actually provided by the Contractor. The statements should also reflect amounts for the current billing period and cumulatively for the entire contract period to date. The statements of cost, funding, and price must include a certification statement signed by a responsible official of the Contractor.

(b) The Contractor shall submit the Standard Form 1034 summary statement of cost and funding and voucher/invoice supporting statements of cost and price to the addressees prescribed in ORO J10.

(c) For task order contracts, in addition to the above submission, the Contractor shall submit one copy of each voucher/invoice to the designated Alternate Contracting Officer Representative and contract technical monitor(s).

(d) Preparation of Standard Form 1034CPUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(1) Enter: U. S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P. O. Box 6017
Oak Ridge, Tennessee 37831

(2) Enter a consecutive Contractor voucher/invoice number beginning with A1@.

(3) Enter the date the Contractor prepared the voucher/invoice.

(4) Enter contract number DE-AM05-00OR22825 and contract award date.

(5) Enter the Contractor=s name and mailing address where payment is to be sent and name and telephone number of an appropriate contractor payments contact.

(6) If a task order contract reference the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price in (e) and (f) below.

(7) Identify the billing period. For example, ACovers the Period June 01, 2000 through June 30, 2000@.

(8) Provide an adequate description of the articles delivered or services rendered; or reference the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price in (e) and (f) below.

(9) Enter the dollar amount of this billing. The amount claimed must agree with the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price in (e) and (f) below.

(10) Enter the total dollar amount of this billing.

(e) Preparation of the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price (See the attached formats)

(1) The Contractor, making due allowances for the Contractor=s cost accounting and project management systems, shall complete the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price.

(2) The Contractor shall complete the Statement of Cost and Price for each task order assignment and a Summary Statement of Cost and Funding by task order assignments supporting the total invoiced cost.

(3) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract and supported by the Contractor=s cost accounting system.

(4) A separate line item should be identified for claimed overtime cost by each task order assignment.

(5) All claimed subcontractor, teaming partner, and/or joint venture associate costs shall be segregated and supported by attaching copies of the subcontractor=s, teaming partner=s, and/or joint venture associate=s invoice with the same detail as outlined herein.

(6) The DPLH incurred during the current billing period as well as the DPLH cumulative must be shown. The funds costed for the current billing period as well as for the cumulative contract period must be shown. The remaining balances of DPLH and available funding must be reflected.

(7) The certification on the statements of cost, funding, and price must be signed by a responsible official of the Contractor.

(8) The certification statement with appropriate identification and signature will be placed at the bottom of the Statements of cost, funding, and price and appear as follows:

CERTIFICATION: I certify that this invoice is correct, was prepared in accordance with the terms of the contract, and is supported by the Contractor=s cost accounting system. The costs included herein have been incurred, represent payments made by the contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

Signature Title

Name of Preparer Telephone Number

Company Address

(9) Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.

IC VOUCHER FOR PURCHASES AND ICES OTHER THAN PERSONAL	ER NO.
DE PA RT ME NT , BU — OUCHER PREPARED	ULE NO.
ACT NUMBER AND DATE	
TION NUMBER AND DATE	
E'S E ESS	
	VOICE RECEIVED
	NT TERMS
	ACCOUNT NUMBER
FROM TO WEIGHT	MENT B/L NUMBER

O F	ARTICLES OR SERVICES *ter description, item number of contract or Federal supply*	Y	T PRICE COST	PER	AMOUNT (1)
inuation sheet(s) if necessary)**(Payee must NOT use the space**					
E D F	GE RATE +$1.00	NCES			
		erified; correct for			

	e or initials)

to authority vested in me, I certify that this voucher is correct and proper for payment.

TING CLASSIFICATION

NUMBER ON ACCOUNT OF U.S. TREASURY	NUMBER	ON *(Name of bank)*
DATE		

ated in foreign currenty, insert name of currency. bility to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the g officer will sign in the space rovided, over his official title.[3] When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate	

Previous edition usable

NSN 7650-00-634-4206

PRIVACY ACT STATEMENT

orm is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the par aid. Failure to furnish this information will hinder discharge of the payment obligation.

OR PURCHASE HAN PERSONAI	
(3)	
TE (4)	
DATE	

TO				
ERVICES ber of contract or Federal supply rmation deemed necessary)				
sary)(Payee must NOT use the space below)		TOTAL		

I certify that this voucher is correct and proper for payment.

(Authorized Certifying Officer)[2] (Title)

ON ACCOUNT	ON *(Name of bank)*
DATE	

ert name of currency.
to approve are combined in one person, one signature only is necess
ce rovided, over his official title.[3] When a voucher is receipted in the
e name of the person writing the company or corporate
ich he signs, must appear. For example: "John Doe Company, per J

Previous edition usable

NSN 7650-00-634-4206

PRIVACY ACT STATEMENT

orm is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the par to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Summary Statement of Cost and Funding
For the Period MM/DD/YYYY through MM/DD/YYYY

Contract No: DE-AM05-00OR22825
Voucher/Invoice No: _ _ _ _
Through Modification _ _ _ _

;
ıcode

B & R #	Cost Center Code #	ADS #	Amount This Invoice	Cumulative Total	Amount Of Funding	Funds Remaining
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
ıtal			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
ıtal			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
ıtal			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
ıtal			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00

F SUMMARY STATEMENT WILL BE REQUIRED CONTAINING MOST IF NOT ALL OF THE INFORMATION ABOVE.

ɪMATION BY TASK, B&R CODE, OR OTHER PROGRAM FUNDING ELEMENT WILL BE REQUIRED.

ırtify that this invoice is correct, was prepared in accordance with the terms of the contract, and is supported
cost accounting system. The costs included herein have been incurred, represent payments made by the
therwise authorized in the payments provisions of the contract, and properly reflect the work performed.

Telephone Number

ıs

Voucher/Invoice Supporting Statement of Cost and Price
For the Period MM/DD/YYYY through MM/DD/YYYY
Task Order Number: _ _ _

ame : _ _ _ _ _ _ _ _ _ _ _
treet Address enter #: _ _ _ _
ity, State, Zipcode : _ _ _ _

Contract No: DE-AM05-00OR22825
Voucher No: _ _ _ _
Through Modification _ _ _ _

ED LABOR CATEGORY	DPLH	DPLH THIS HIS BILLING PERIOD	CLAIMED HIS BILLING PERIOD	UMULATIVE DPLH	UMULATIVE $ THIS BILL
ecific Labor Category)				$0.00	$0.00
ecific Labor Category)				$0.00	$0.00
ecific Labor Category)				$0.00	$0.00
ecific Labor Category)				$0.00	$0.00
Subtotal Labor Cost				$0.00	$0.00
R DIRECT COSTS (ODC)					
etails)				$0.00	$0.00
etails)				$0.00	$0.00
Subtotal ODC				$0.00	$0.00
ndirect Rate				$0.00	$0.00
TOTAL INVOICE				**$0.00**	**$0.00**
NT PREVIOUSLY INVOICED				$0.00	$0.00
ENT AMOUNT CLAIMED				**$0.00**	**$0.00**

NT AUTHORIZED FOR
DITURE (OBLIGATION):

CONTRACT
DDIFICATIONS
RACT TO DATE

DPLH SUMMARY THIS TASK:

DPLH AUTHORIZED
DPLH INCURRED
DPLH BALANCE

FICATION: I certify that this invoice is correct, was prepared in accordance with the terms of the contract and is supported Contractor==s cost accounting system. The costs included herein have been incurred, represent payments made by the tor except as otherwise authorized in the payments provisions and properly reflect the work performed

ure Title

of Preparer Telephone Number

ny Address

(f) Preparation of the Labor/Cost Management and Accrual Report (See the attached format)

(1) The Contractor, making due allowances for the flexibility and integration between the

Contractor=s cost accounting and project management systems, shall complete the Labor/Cost Management and Accrual Report.

(2) The Contractor shall complete the Labor/Cost Management and Accrual Reports by task order assignments and by budget and reporting code.

(3) Actual direct productive labor hours (DPLH) shall be supported by the contractor=s payroll and project management systems for current month, fiscal year, and contract cumulative totals.

(4) The contractor=s cost accounting, accrual, and project management systems shall support actual cost for current month, fiscal year, contract cumulative, and accrued totals.

(5) Additional integrated or segregated reporting of DPLH=s and/or costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.

Labor/Cost Management and Accrual Report
Contract Number DE-AM05-00OR22825
Through Month Day, Year

A	B	C	D	E	F	G	H	I	J	K	L	M
			ACTUAL LABOR HOURS			ACTUAL COST				UNDING		
			Current	Fiscal	ontract	Current	Fiscal	Contract	Total Cost		Net	%
Task	B&R	Cost	Month	Year _ _	mulative	Month	Year _ _	Cumulative	Accrued Thru	Contract	ailable	pent
No.	Code	enter	Totals	Totals	Totals	Totals	Totals	Totals	Next Month	Totals	K - J	J / K
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
D TOTALS						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%

E: A MINIMUM OF TWO REPORTS WILL BE REQUIRED CONTAINING SOME OR ALL OF THE INFORMATION ABOVE.

THE FIRST TO BE SORTED/SUBTOTALED BY TASK TO INCLUDE COLUMNS A, B, C, D, E, F, G, H, K, L, & M.

SECOND TO BE SORTED/SUBTOTALLED BY B&R CODE TO INCLUDE COLUMNS B, C, G, I, & J.

Insert 10 pages of Wage Determination Attachment D

(posted separately at the web site)

(6)
(7)(8)
(9)
(10)(1)(2)(3)